RESOLUTION - ACTION REQUESTED 2019-580

MEETING: October 1, 2019

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Donation of Land Around the Landfill

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement Accepting a Donation of Real Property (APN 012-120-0530) Comprising 147 Acres More or Less Near the Mariposa County Landfill; Adopt a Resolution Finding the Action is Exempt from the California Environmental Quality Act (CEQA) Pursuant to the General Rule Exemption, Section 15061(B)(3) CEQA Guidelines and Directing Staff to File a Notice of Exemption; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County was approached in June 2019 about a possible donation of approximately 147 acres in the vicinity of the landfill. The donation was offered with conditions as outlined in the attached agreement. Those conditions include construction of a fence bordering an adjacent parcel, County payment of costs for the transfer and naming rights for a new facility or use on the property. The donor has also requested minimal fanfare or attention for the donation.

The property is not in a Williamson Act contract. It is zoned Mountain General and is within the Airport Overlay Zone. Property taxes for this property, including an amount for the school bond, amounted to $527.10 last year.

This property would provide a valuable buffer for landfill operations and a potential area for expansion when that need arises. There are no use restrictions in the conditions for donation or on the title, which allows for future needs to be considered at the site.

After careful review of the expected costs, conditions and benefits, staff recommends approval of this agreement and resolution.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
An offer to donate the property at APN 012-120-0530 was made in June 2019.

The Board considered the donation in closed session on August 6, 2019, and directed staff to proceed with negotiations. The item being considered today is the product of those negotiations and subsequent agreement.
Resolution - Action Requested 2019-580

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The County will not receive the 147 acres that have been offered.

FINANCIAL IMPACT:
Financial impacts are minimal but include $527.10 in lost property tax, the cost of the transaction and the cost of a 5-wire livestock fence bordering the adjacent parcel. Total cost is expected to be less than $10,000.

ATTACHMENTS:
2019.09.19 Land Donation Agreement (PDF)
2019.09.19 Grant Deed (PDF)
190919 NOE - Acceptance of Donated Property (DOCX)
190919 NOE Vicinity Map APN 012-120-0530 (PDF)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
I, Suzan E. Banchero, grant to the County of Mariposa all that real property situated in Mariposa County, California, described as follows:

Legal description attached as Exhibit ‘A’, and incorporated herein by reference.

Witness my hand this 19 day of __, 20__.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Mariposa

On September 19, 2019 before me, Rhonda Scherf, Notary Public, personally appeared Suzan E. Banchero, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rhonda Scherf
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________ Document Date: __________________________
Number of Pages: ________ Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ____________________________ Signer’s Name: ____________________________
☐ Corporate Officer — Title(s): ____________________________ ☐ Corporate Officer — Title(s): ____________________________
☐ Partner — Limited ☐ General ☐ Partner — Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________________________ ☐ Other: ____________________________________________
Signer is Representing: ____________________________ Signer is Representing: ____________________________

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EXHIBIT A

A tract of land situated in a portion of Projected Section 16, Township 5 South, Range 18 East, M.D.B. & M., Rancho Las Mariposas, Mariposa County, State of California, said tract of land being a portion of that certain real property conveyed to Robert B. Northway and Susan Banchero, husband and wife, as Joint Tenants, by Interspousal Transfer Grant Deed recorded October 2, 2006 as Document No. 2065881 in the Official Records of Mariposa County, said tract of land being more particularly described as follows:

Parcel 3 as said Parcel 3 is described in said Interspousal Transfer Grant Deed, said Parcel 3 being described in said Interspousal Transfer Grant Deed as follows:

A tract of land situated in a portion of Projected Section 16, Township 5 South, Range 18 East, M.D.B. & M., Rancho Las Mariposas, Mariposa County, State of California and being more particularly described as follows:

Beginning at the northwest corner of said Section 16 and running thence S.00°12'27"E., 1148.80 feet along the westerly line of said Section 16 to its intersection with the northerly line of the J. W. Simpson Tract, Potthast Valley South Field, Map No. 598, Mariposa County Records; thence along the north line of said Simpson Tract S.64°42' 57"E., 1316.43 feet; thence S.69°06'00"E., 167.18 feet; thence S.66°30'30"E., 212.28 feet; thence S.54°13'30"E., 641.07 feet; thence S.56°24'30"E., 1042.35 feet; thence S.55°29'00"E., 175.84 feet; thence S.65°02'00"E.; 114.77 feet; thence S.55°46'00"E., 944.35 feet; thence S.63°02'00"E., 225.29 feet to Corner No. 30 of said Simpson Tract; thence leaving said north line of Simpson Tract and running thence N.00°21'51"E., 2691.62 feet to a point; thence N.67°54'30"W., 64.40 feet; thence N.77°35'39"E., 84.12 feet; thence N.64°24'03"W., 426.80 feet; thence N.28°29'32"W., 246.60 feet; thence N.66°14'35"W., 43.88 feet; thence N.82°30'10"W., 39.27 feet to a point on the easterly line of the Spaulding Tract; thence along the easterly line of said Spaulding Tract S.28°24'12"W., 160.18 feet; thence along the southerly line of said Spaulding Tract N.59°57'45"W., 839.19 feet to a point on the westerly line of the Mariposa County Dump Site; thence along the boundary of said County Dump Site S.34°37'27"W., 742.40 feet; thence S.22°56'38"W., 1084.66 feet; thence N.67°03'22"W., 1100.00 feet; thence N.22°56'38"E., 1198.05 feet; thence N.34°37'27"E., 388.09 feet to the intersection of the westerly line of the Mariposa County Dump Site and the northerly line of said Section 16; thence along the northerly line of said Section 16, S.82°36'18"W., 1558.48 feet to the Point of Beginning.
All as delineated on Record of Survey for Northway, Taylor and Mitchell filed as Map No. 1514 in the office of the County Recorder, Mariposa County, California.

TOGETHER with a non-exclusive private road easement 50 feet in width as delineated on Map No. 1488 (and Map No. 1514) on file in the office of the Mariposa County Recorder and as reserved in deed, Frank Long, Jr. et al to County of Mariposa, recorded July 5, 1966 in Volume 100 of Official Records of Mariposa County at page 472.

AND TOGETHER with a non-exclusive private road easement 50 feet in width from the above described easement through portions of the Spaulding Tract and Northway Tract. The above described roadway easement is delineated on Map No. 1514 on file in the office of the Mariposa County Recorder.

EXCEPTING THEREFROM all that portion of said Parcel 3 described as follows:
BEGINNING at the Southeast corner of Parcel A as said Parcel A is delineated on that certain map entitled “Parcel Map for Fred J. Bardin” filed November 14, 1983 in Book 21 of Parcel Maps at Page 3, Mariposa County Records; thence S.88°36’55”W., along the southerly line of said Parcel A, for 143.85 feet to the Southeast corner of Parcel 2 as said Parcel 2 is delineated on that certain map entitled “Parcel Map for Mariposa Industrial Park” filed July 22, 1988 in Book 23 of Parcel Maps at page 42, Mariposa County Records; thence S.88°36’55”W., along the southerly line of said Parcel 2, for 257.38 feet to the Southwest corner thereof; thence S.01°21’58”E., along the southerly prolongation of the westerly line of said Parcel 2, for 165 feet; thence N.88°36’55”E., parallel with the southerly line of said Parcel 2 and the southerly line of said Parcel A for 281.67 feet to a point on the northwesterly line of the Mariposa County Dump Site as said Mariposa County Dump Site is described in said Individual Quitclaim Deed; thence N.34°33’17”E., along the northwesterly line of said Mariposa County Dump Site, for 203.79 feet more or less to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM all that portion of said Parcel 3 described as follows:
Commencing at an angle point in the southeasterly line of that certain real property conveyed to the County of Mariposa by Grant Deed recorded July 5, 1966 in Volume 100 of Official Records, page 472, Mariposa County Records and commonly known as the Mariposa County Dump Site, said angle point being further delineated on that certain map entitled “Record of Survey for the County of Mariposa” filed June 6, 1989 in the Book of Maps at Page 2310, Mariposa County Records; thence S22°56’38”W, along the
southeasterly line of said Mariposa County Dump Site, a distance of 1083.94 feet to the most southerly corner of said Mariposa County Dump Site; thence N67°02'51"W, along the southwesterly line of said Mariposa County Dump Site, a distance of 1099.44 feet to the POINT OF BEGINNING of the herein described tract of land; thence, leaving the boundary of said Mariposa County Dump Site, N67°01'47"W for 250.00 feet; thence N22°58'13"E, parallel with the westerly line of said Mariposa County Dump Site, for 1333.01 feet to a point on the west line of that certain real property conveyed to Outback, Inc. by Individual Grant Deed recorded February 6, 2003 as Document No. 2030833 in the Official Records of Mariposa County, said point being located N01°15'51"W a distance of 75.77 feet from the southwest corner thereof; thence S01°15'51"E, along the west line of said certain real property conveyed to Outback, Inc., for 75.77 feet to the southwest corner thereof; thence N88°43'42"E, along the south line of said certain real property conveyed to Outback, Inc., for 281.59 feet to the southeast corner thereof; said point also being a point on the northwesterly line of said Mariposa Dump Site; thence S34°40'10"W, along the northwesterly line of said Mariposa County Dump Site, for 186.70 feet to an angle point therein; thence S22°58'13"W, along the northwesterly line of said Mariposa County Dump Site, for 1196.72 feet, more or less, to the POINT OF BEGINNING.

The above-described tract of land is subject to any liens, encumbrances, covenants, restrictions and rights-of-way or easements of record or legally acquired.

Prepared by:

Richard A. Seaman, L.S. 5339

Date

LICENSED LAND SURVEYOR
STATE OF CALIFORNIA
L.S. 5339
Government Code 27281

This is to certify that the interest in the real property described on Exhibit “A” of herein document and conveyed by this deed in favor of Mariposa County, a governmental agency, is hereby accepted by Mariposa County and the grantee consents to the recordation of this deed.

Date: 10/24/2019

Mariposa County

By: [Signature]

Jay Dallin-Kimble, CAO
REAL PROPERTY DONATION AGREEMENT

THIS REAL PROPERTY DONATION AGREEMENT is made this 19th day of September, 2019, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and SUZAN E. BANCHERO, a single woman, hereinafter referred to as “OWNER” with reference to the following:

WHEREAS, OWNER is the owner of that certain real property in the County of Mariposa, State of California, consisting of a 147+/- acre parcel of land, located south of Highway 49 near Mariposa Dump Road, Assessor’s Parcel Number 012-120-0530, which is more particularly described in Exhibit “A” attached hereto hereinafter referred to as “PROPERTY”; and

WHEREAS, OWNER desires to donate the PROPERTY to the COUNTY for its uses; and

WHEREAS, in furtherance of OWNER’S donative desires, OWNER is willing to convey title to the PROPERTY to COUNTY in fee simple, without any conditions affecting title; and

WHEREAS, OWNER desires that County undertake certain actions after title to the PROPERTY passes from OWNER to COUNTY to acknowledge OWNER’S gift to the COUNTY, namely:

(1) That, within a reasonable time, namely six (6) months, after title for the PROPERTY passes to the COUNTY, the COUNTY shall construct a standard 5-wire livestock fence between the PROPERTY and the adjacent parcel, namely APN 012-120-0030.

(2) That, should the COUNTY propose and develop a new land use or facility on the PROPERTY, the new land use or facility shall bear the name “ROBERT B. NORTHWAY” in perpetuity, for so long as COUNTY maintains said new land use or facility.

(3) That COUNTY shall not sell, trade, hypothecate, or give away any or all of the PROPERTY, and further, should COUNTY attempt to sell, trade, hypothecate, or give away any or all of the PROPERTY, a penalty of $250,000.00 shall be assessed against COUNTY and paid to OWNER, or
to the heirs of OWNER, if OWNER is deceased at the time of the attempted sale, trade, hypothecation, or gift by COUNTY.

(4) That the penalty named above of $250,000.00 shall increase by 2% each year for fifty (50) years, beginning on the first anniversary of the execution of this agreement.

(5) That, in the event COUNTY is assessed a penalty for attempting to sell, trade, hypothecate, or give away the PROPERTY, the penalty shall be in the amount of $250,000.00 as increased by 2% for each year between the year of this agreement and the year of the attempted sale, trade, hypothecation, or gift.

(6) That on the fiftieth (50th) anniversary of the execution of this agreement, any assessment of penalty for attempted sale, trade, hypothecation, or gift by COUNTY shall cease.

(7) That all costs and expenses associated with this agreement, including real property taxes due after title passes, any preliminary title report, and legal review by OWNER’S counsel shall be borne by COUNTY.

WHEREAS, COUNTY is willing to accept the donation of the PROPERTY, while honoring OWNER’S wishes; and

WHEREAS, COUNTY has no current plans to alter the land use or condition of the PROPERTY.

NOW, THEREFORE, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed and understood as follows:

1. Truth of the recitals:

The above recitals are true and correct.

2. Donation of Fee to COUNTY – No cash payment to OWNER

OWNER hereby agrees to donate to COUNTY fee title to the PROPERTY by grant deed, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

3. Property taxes

All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including
without limitation all supplemental taxes attributable to the period before the Closing Date for the calendar year in which the Closing occurs will be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

4. To acknowledge OWNER’S gift and honor OWNER’S wishes, COUNTY agrees as follows:
   (a) That, within a reasonable time, namely six (6) months, after title for the PROPERTY passes to the COUNTY, the COUNTY shall construct a standard 5-wire livestock fence between the PROPERTY and the adjacent parcel, namely APN 012-120-0030.
   (b) That, should the COUNTY propose and develop a new land use or facility on the PROPERTY, the new land use or facility shall bear the name “ROBERT B. NORTHWAY” in perpetuity, for so long as COUNTY maintains said new land use or new facility.
   (c) That COUNTY shall not sell, trade, hypothecate, or give away any or all of the PROPERTY, and further, should COUNTY attempt to sell, trade, hypothecate, or give away any or all of the PROPERTY, a penalty of $250,000.00 shall be assessed against COUNTY and paid to OWNER, or to the heirs of OWNER, if OWNER is deceased at the time of the attempted sale, trade, hypothecation, or gift by COUNTY.
   (d) That the penalty named above of $250,000.00 shall increase by 2% each year for fifty (50) years, beginning on the first anniversary of the execution of this agreement.
   (e) That, in the event COUNTY is assessed a penalty for attempting to sell, trade, hypothecate, or give away the PROPERTY, the penalty shall be in the amount of $250,000.00 as increased by 2% for each year between the year of this agreement and the year of the attempted sale, trade, hypothecation, or gift. OWNER and COUNTY agree that in the event that COUNTY is assessed a penalty as set forth in this subparagraph 4(e) and in the foregoing subparagraphs 4(c) and 4(d), that such penalty is OWNER’S sole remedy for any such attempt to sell, trade, hypothecate, or give away any or all of the PROPERTY. Nothing in this paragraph 4 shall affect COUNTY’S estate in the PROPERTY.
(f) That on the fiftieth (50th) anniversary of the execution of this agreement, any assessment of penalty for attempted sale, trade, hypothecation, or gift by COUNTY shall cease.

(g) That all costs and expenses associated with this agreement, including any preliminary title report, and legal review by OWNER'S counsel shall be borne by the COUNTY.

5. **Entire Agreement and Modification**

This agreement contains the entire agreement of the parties relating to the subject matter of this agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This agreement may only be modified by written amendment hereto, executed by both parties.

6. **Enforceability and Severability**

The invalidity or enforceability of any term or provisions of this agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

7. **Authority**

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the agreement.

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IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.

Suzan E. Banchero

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

ATTEST:

Rene LaRoche
Clerk to the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel
TO: Office of Planning and Research  
P.O. Box 3044, Room 12  
Sacramento, CA 95812-3044

FROM: Mariposa County  
Board of Supervisors  
P.O. Box 784  
Mariposa, CA 95338

TO: County Clerk, County of Mariposa  
P.O. Box 247  
Mariposa, CA 95338

Project Title: Acceptance of Donation of Real Property

Project Location: Unassigned address off of Highway 49 N between Town of Mariposa and Town of Mount Bullion, County of Mariposa

Project Parcels: Mariposa County Assessor Parcel Number 012-120-0530

Description of Project: Board of Supervisors’ acceptance of a donation of real property known as APN 012-120-0530.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Department (Applicant) Carrying Out Project: Mariposa County Administrative Officer (CAO)

Exempt Status: General Rule Exemption, Section 15061(b)(3), CEQA Guidelines

Reason Why Project Is Exempt:

The project is the acceptance of a donation of real property, known as APN 012-120-0530. The 147 acre property is undeveloped, and surrounds a portion of the Mariposa Landfill. The property does not have frontage on the state highway.

Pursuant to Section 15061(b)(3) of the CEQA Guidelines, the project is exempt from environmental review because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment:

1. Acceptance of the donation will not result in any ground disturbance or change in activities or uses on the project site.
2. Acceptance of the donation does not change the allowed land uses on the project site.
3. Acceptance of the donation does not change the legal boundaries of the Mariposa County Landfill, which is regulated by the Local Enforcement Agency (LEA) (the Mariposa County Environmental Health Unit of the County’s Health and Humans Services Agency) through a Solid Waste Facilities Permit.
4. Oversight of Mariposa County’s LEA is conducted by CAL Recycle (California EPA).
5. The Solid Waste Facilities Permit authorizes operations at the Mariposa County Landfill, which must be consistent with state law and local requirements.
6. To change the boundaries of the Mariposa County Landfill would necessitate an amendment to the Landfill’s Solid Waste Facilities Permit.

7. An amendment to the Landfill’s Solid Waste Facilities Permit is a discretionary action, which is subject to the California Environmental Quality Act.

Lead Agency Contact Person: Sarah Williams, Planning Director

Phone Number: (209) 966-5151

Mariposa County Board of Supervisors by:

Miles Menetrey, Chair

Oct 3, 2019

Date
### Acceptance of Donation of Real Property

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<th>PROJECT APPLICANT EMAIL</th>
<th>PHONE NUMBER</th>
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<tr>
<td>Mariposa County Board of Supervisors</td>
<td><a href="mailto:swilliams@mariposacounty.org">swilliams@mariposacounty.org</a></td>
<td>(209) 966-5151</td>
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<tr>
<td>PO Box 784</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
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#### CHECK APPLICABLE FEES:

- Environmental Impact Report (EIR) $3,271.00 $ 0.00
- Mitigated/Negative Declaration (MND)(ND) $2,354.75 $ 0.00
- Certified Regulatory Program (CRP) document - payment due directly to CDFW $1,112.00 $ 0.00

- Exempt from fee
  - Notice of Exemption (attach)
  - CDFW No Effect Determination (attach)
- Fee previously paid (attach previously issued cash receipt copy)

- Water Right Application or Petition Fee (State Water Resources Control Board only) $850.00 $ 0.00
- County documentary handling fee $ 0.00
- Other $ 0.00

#### PAYMENT METHOD:

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#### TOTAL RECEIVED

$ 0.00

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**Signature:**

Karen M. Herman

**Agency of Filing:**

Karen M. Herman, Deputy County Clerk, County of Mariposa
NOTICE

Each project applicant shall remit to the county clerk the environmental filing fee before or at the time of filing a Notice of Determination (Pub. Resources Code, § 21152; Fish & G. Code, § 7114.4, subdivision (d); Cal. Code Regs., tit. 14, § 753.5). Without the appropriate fee, statutory or categorical exemption, or a valid No Effect Determination issued by the California Department of Fish and Wildlife (CDFW), the Notice of Determination is not operative, vested, or final, and shall not be accepted by the county clerk.

COUNTY DOCUMENTARY HANDLING FEE

The county clerk may charge a documentary handling fee of fifty dollars ($50) per filing in addition to the environmental filing fee (Fish & G. Code, § 7114.4, subd. (e); Cal. Code Regs., tit. 14, § 753.5, subd. (g)(1)). A county board of supervisors shall have the authority to increase or decrease the fee or charge, that is otherwise authorized to be levied by another provision of law, in the amount reasonably necessary to recover the cost of providing any product or service or the cost of enforcing any regulation for which the fee or charge is levied (Gov. Code, § 54985, subd. (a)).

COLLECTION PROCEDURES FOR COUNTY GOVERNMENTS

Filing Notice of Determination (NOD):
☐ Collect environmental filing fee or copy of previously issued cash receipt. (Do not collect fee if project applicant presents a No Effect Determination signed by CDFW. An additional fee is required for each separate environmental document. An addendum is not considered a separate environmental document. Checks should be made payable to the county.)
☐ Issue cash receipt to project applicant.
☐ Attach copy of cash receipt and, if applicable, previously issued cash receipt, to NOD.
☐ Mail filing fees for CRP document to CDFW prior to filing the NOD or equivalent final approval (Cal. Code Regs. Tit. 14, § 753.5 (b)(5)). The CRP should request receipt from CDFW to show proof of payment for filing the NOD or equivalent approval. Please mail payment to address below made attention to the Cash Receipts Unit of the Accounting Services Branch.

If the project applicant presents a No Effect Determination signed by CDFW, also:
☐ Attach No Effect Determination to NOD (no environmental filing fee is due).

Filing Notice of Exemption (NOE) (Statutory or categorically exempt project (Cal. Code Regs., tit. 14, §§ 15260-15285, 15300-15333))
☐ Issue cash receipt to project applicant.
☐ Attach copy of cash receipt to NOE (no environmental filing fee is due).

Within 30 days after the end of each month in which the environmental filing fees are collected, each county shall summarize and record the amount collected on the monthly State of California Form No. CA25 (TC31) and remit the amount collected to the State Treasurer. Identify the remittance on Form No. CA25 as "Environmental Document Filing Fees" per Fish and Game Code section 7114.

The county clerk shall mail the following documents to CDFW on a monthly basis:
✓ A photocopy of the monthly State of California Form No. CA25 (TC31)
✓ CDFW/ASB copies of all cash receipts (including all voided receipts)
✓ A copy of all CDFW No Effect Determinations filed in lieu of fee payment
✓ A copy of all NOIs filed with the county during the preceding month
✓ A list of the name, address and telephone number of all project applicants for which an NOD has been filed. If this information is contained on the cash receipt filed with CDFW under California Code of Regulations, title 14, section 753.5, subdivision (e)(6), no additional information is required.

DOCUMENT RETENTION

The county shall retain two copies of the cash receipt (for lead agency and county clerk) and a copy of all documents described above for at least 12 months.

RECEIPT NUMBER

# The first two digits automatically populate by making the appropriate selection in the County/State Agency of Filing drop down menu.
# The next eight digits automatically populate when a date is entered.
# The last three digits correspond with the sequential order of issuance for each calendar year. For example, the first receipt number issued on January 1 should end in 001. If a county issued 252 receipts for the year ending on December 31, the last receipt number should end in 252. CDFW recommends that counties and state agencies 1) save a local copy of this form, and 2) track receipt numbers on a spreadsheet tabbed by month to ensure accuracy.

DO NOT COMBINE THE ENVIRONMENTAL FEES WITH THE STATE SHARE OF FISH AND WILDLIFE FEES.

Mail to:
California Department of Fish and Wildlife
Accounting Services Branch
P.O. Box 944209
Sacramento California 94244-2090